

Contract (PO) No

SPONSORSHIP AGREEMENT

BETWEEN

**THE CITY OF CHICAGO
(DEPARTMENT OF FINANCE)**

AND

**BLUE CROSS AND
BLUE SHIELD OF ILLINOIS,
A Division of Health Care Service Corporation,
A Mutual Legal Reserve Company**



**RAHM EMANUEL
MAYOR**

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SPONSORSHIP AGREEMENT

This Sponsorship Agreement and exhibits attached hereto (the "Agreement") by and between the City of Chicago (the "City"), a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through its Department of Finance, and Blue Cross and Blue Shield of Illinois, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company organized under the laws of the State of Illinois ("BCBSI") is entered into as of May 1, 2014 (the "Effective Date"). BCBSI and City may each be referred to herein as a "Party" and are collectively referred to herein as the "Parties." The Parties agree as follows:

BACKGROUND INFORMATION

WHEREAS, as part of the City's policy effort to promote environmentally responsible initiatives and to explore alternative modes of transportation to ensure that it is a bicycle-friendly municipality and to promote healthy transportation and to create sustainable communities for all residents, the City made a decision to launch a bicycle sharing system;

WHEREAS, in order to launch the bicycle sharing system the City entered an agreement ("Bicycle Sharing Agreement") with Alta Bicycle Share, Inc., an Oregon corporation ("Alta") to provide bicycles and related equipment, as well as operate the City's bicycle sharing system;

WHEREAS, the City intends to require, and hereby does require, Alta to accept and agree to the relevant terms and conditions set forth in this Agreement, and Alta so accepts and agrees;

WHEREAS, the Bicycle Sharing Agreement established an initial count of 3,000 Bicycles and 300 Station, which has been met, and the City has a target of approximately 4,750 Bicycles and 475 Stations by June 30, 2015;

WHEREAS, the actual number of bicycles in service at any given time will be lower than the total fleet count to account for variation in demand and to allow for routine maintenance;

WHEREAS, the City's intention in making the System Assets available for sponsorship and advertising is to generate revenues and not create a public forum or a limited public forum;

WHEREAS, BCBSI desires to acquire the right to be both the exclusive system sponsor and the exclusive sponsor overall for its industry category, in addition to certain other rights specified herein, in exchange for the payment of the fees specified herein and on the terms and conditions as set forth herein; and

WHEREAS, the City desires to grant such rights to BCBSI in exchange for the payment of the fees specified herein and on the terms and conditions as set forth herein;

NOW THEREFORE, in consideration of the forgoing recitals and mutual terms, conditions, and covenants set forth herein the Parties do hereby agree that:

TERMS AND CONDITIONS

I. DEFINITIONS

“Ad Panel” means the side of the kiosk on a Station facing away from the Bicycles and reserved for advertising.

“Bicycle(s)” means all bicycle(s) used in the System, regardless of source of such Bicycles, but not including the Divvy Red Bicycles.

“Bicycle Van(s)” means the vehicles used by Alta to transport Bicycles.

“Divvy Red Bicycles” means the two red, Divvy branded bicycles owned by the City that are in addition to the Bicycles.

“Health Insurance Category” means entities the primary business of which is health benefits administration or health insurance, including, but not limited to, the entities listed on Exhibit 3. BCBSI may from time-to-time specify in writing other companies that meet the category criteria, in addition to those specified on Exhibit 3.

“Map Panel” means the side of the kiosk on a Station facing toward the Bicycles and containing maps and other directions.

“Mark(s)” means the trade names, trademarks service marks and logos owned by the relevant Party.

“Periodic Report” means a report to be provided to BCBSI by the City providing System utilization data and marketing forecasts as specified more fully in Exhibit 7.

“Special Purpose Bicycles” means Bicycles that the City redesigns and uses for certain purposes as specified in Section 2.2(b).

“Station” means the System equipment comprising the kiosk, Map Panel, Ad Panel and docking equipment.

“System” means the bicycle sharing system launched by the City on or about June 28, 2013 under the service mark “Divvy” in the City of Chicago, and as may be extended to certain suburbs and other portions of the greater metropolitan Chicago area, including Cook, Lake, DuPage, Kendall, Will, and Kane Counties.

“System Assets” means all the assets purchased by City pursuant to the Bicycle Sharing Agreement, any assets used by Alta to operate the System, including Bicycle Vans used transport Bicycles, and any other assets used by the City or Alta specifically for the System.

“Total Bicycle Count” means the number of Bicycles in the City’s fleet at any given time.

II. SCOPE OF SPONSORSHIP

2.1 Exclusive Sponsorship Rights. During the Term, BCBSI shall have the following exclusive sponsorship rights:

(a) **Exclusive Identification as System Sponsor.** BCBSI will be the sole and exclusive “System Sponsor,” and the City may not designate any other sponsor as a “System Sponsor,” or similar identifier. BCBSI shall be identified as the “System Sponsor” on the System website as well as in the primary marketing and publicity campaigns and promotional materials for the System.

(b) **Exclusive Bicycle Placement.** Subject to Section 2.2, BCBSI will have the exclusive right to placement of its Marks on the Bicycles. BCBSI’s Marks will be displayed on both sides of the fender and on the basket affixed to each Bicycle, substantially as depicted in Exhibit 1. Alta will be responsible for installation of BCBSI Marks. BCBSI will be responsible for all costs associated with such Bicycle placements, not to exceed \$5.00 per Bicycle, on the initial count of 3,000 Bicycles. BCBSI agrees to pay Alta within 30-days of receiving an invoice for the entire 3,000 Bicycle placements. Placements on all new Bicycles (beyond the initial count of 3,000) will be paid for by the City in the purchase price.

(c) **Exclusive Bicycle Van Placement.** Subject to Section 2.2, BCBSI will have the exclusive right to placement of its Marks on the Bicycle Vans. The BCBSI Mark displayed on the Bicycle Van will be substantially similar to the BCBSI Mark placed on the Bicycles but may not exceed 1’ by 1’. The Parties will mutually agree to the precise location on which the BCBSI Mark will appear on each Bicycle Van. Alta will be responsible for installation of BCBSI Marks. BCBSI will be responsible for all costs associated with initial Bicycle Van placements, not to exceed \$2,000.00 per Bicycle Van. BCBSI will only be liable to pay for subsequent re-wraps if such subsequent re-wrap is done at the request of BCBSI. BCBSI agrees to pay Alta within 30-days of receiving an invoice for the initial Bicycle Van placements as well as any subsequent placement for which BCBSI is responsible.

(d) **Exclusive Category Rights.**

(i) In addition to having the foregoing exclusive placement rights on Bicycles and Bicycle Vans, BCBSI will have, within the Health Insurance Category, the sole and exclusive rights to placement of Marks, messaging and advertising on other System Assets. BCBSI must use commercially reasonable efforts to update Exhibit 3 (which may be updated as necessary in writing).

(ii) If BCBSI fails to identify a health insurance company for inclusion in Exhibit 3, and the City (through City's advertising broker, Van Wagner Communications, LLC ("Van Wagner")), enters into an agreement with such entity that would otherwise breach the category exclusivity, BCBSI agrees that such agreement may be completed according to its terms. Subsequently, the City and BCBSI will add such company to Exhibit 3. There will be no termination rights associated with such breaches.

(iii) If the City (through City's advertising broker, Van Wagner) enters into an agreement with a health insurance company listed on Exhibit 3, the remedy for such breach will be liquidated damages equal to the fees received from such agreement; provided, however, that the City will use commercially reasonable efforts to terminate such agreement. The occurrence of more than three such breaches, each breaching agreement relating to a different time period, in any 12-month period will be considered a material breach under Section 5.3(a)(iii).

(e) **Helmet Safety Message.** BCBSI may include a bicycle safety message branded by BCBSI ("Helmet Safety Message") on a portion of a Map Panel and on the System website. The content of Helmet Safety Message shall be determined by mutual agreement of BCBSI and City. Alta will be responsible for the installation of the Helmet Safety Message. BCBSI will be responsible for all costs associated with such Helmet Safety Message, not to exceed \$5.00 per Map Panel. BCBSI agrees to pay Alta within 30-days of receiving an invoice for the installations.

(f) **Membership Discount.**

(i) The City shall make available to BCBSI's employees a discounted corporate rate annual System membership for \$30. The \$30 annual memberships will be offered solely during a three-month period per calendar year. The three-month period will be agreed upon by the City and BCBSI. The City may increase the discounted rate proportionally if and when it increases the standard System rates offered to other annual System subscribers. In the event that this Agreement is no longer in effect for any reason, the discounted rate will no longer be

available to BCBSI employees on the expiration of such employees' then-current annual membership.

(ii) At BCBSI's election, BCBSI may make available to its enrolled members a discount of \$10 off the standard System rate for annual memberships. The \$10 discount may be offered solely during a three-month period per calendar year. The three-month period will be agreed upon by the City and BCBSI; provided, however, that the messaging for such discount will be controlled by BCBSI to the extent required by law or regulation. In the event that this Agreement is no longer in effect for any reason, the discounted rate will no longer be available to BCBSI enrolled members on the expiration of such members' then-current annual membership.

2.2 City Rights. Notwithstanding the rights granted in Section 2.1, the City shall retain the following rights:

(a) **Use of Divvy Name.** Nothing herein will be deemed to limit the City's right to use or license the City's "Divvy" Mark or any other City Marks in any manner whatsoever, including the use of the Divvy Mark on any System Assets, as presently used or used in the future, or on any other systems or assets not related to the System.

(b) **Special Purpose Bicycles.** The City will retain the right to, from time-to-time, redesign a limited number of Bicycles into Special Purpose Bicycles without using the BCBSI Marks for the purpose of seasonal, City-related or System promotions. After the relevant promotional period, such Special Purpose Bicycles will be returned to the style in Exhibit 1. All costs associated with the Special Purpose Bicycles, including redesign and return to prior appearance, will be borne by City or Alta. The City may not have more than 25 Special Purpose Bicycles in use at any given time. The City will not sell any sponsorship, branding or messaging rights to the Special Purpose Bicycles to any third party.

2.3 Other Sponsors and Advertising. Subject to BCBSI's exclusive Health Insurance Category rights and exclusive rights with respect to Bicycles and Bicycle Vans, the City may sell sponsorships for System Assets or advertising on Ad Panels to sponsors or advertisers other than BCBSI, including but not limited to the following:

(a) **Stations.** The City may sell sponsorships for individual Stations to other entities, provided that such sponsorships do not violate BCBSI's exclusive Health Insurance Category rights. Such sponsorships may include the placement of logos and branding messages on the relevant Station. Exhibit 4 shows the intended locations for

such Station sponsorships. BCBSI may, subject to availability, purchase sponsorship of individual Stations under the same terms and conditions placed on other sponsors at the best available rates offered to other sponsors.

(b) **Advertising.** The City may sell advertising on the Ad Panels to other entities in accordance with its advertising standards for the System, provided that such sales do not violate BCBSI's exclusive Health Insurance Category rights. BCBSI may, subject to availability, purchase advertising on Ad Panels under the same terms and conditions placed on other advertisers at the best available rates offered to other advertisers purchasing for a similar time and location.

(c) **Payment System.** The City may sell a sponsorship for the payment component of the System. The sponsor of the payment system may place branded messages and logos on the payment equipment and on Bicycle docks as specified in Exhibit 5.

2.4 Launch Plan; Marketing and Promotion. City and BCBSI will each appoint a Sponsorship Manager as soon as practicable after the Effective Date. At a mutually agreed date after the Effective Date, the Sponsorship Managers will meet to finalize a plan for the launch and subsequent marketing and promotion of the System Sponsorship (the "Launch Plan"). The Launch Plan will include plans for promotion of the System Sponsorship as set forth in Exhibit 2.

2.5 System Operator and Bicycle Supplier. Alta currently operates the System and procures Bicycles for the System pursuant to the Bicycle Sharing Agreement. Alta has been providing Bicycles from Public Bike System Company ("PBSC"). Termination of the Bicycle Sharing Agreement for any reason will have no effect on this Agreement as long as the City continues to operate, either directly or indirectly, the System in substantially the same manner as it is on the Effective Date. The City and BCBSI acknowledge and agree that nothing herein shall be deemed to require City to continue to use Alta to operate the System. Upon such termination, BCBSI (or the City, as the case may be) agrees to pay Alta within 30-days any amounts owing to Alta under Sections 2.1(b), (c) or (e), and Section 5.3(c)(iv) and, with the exception of obligations surviving under Section 7.3, Alta will have no further obligations under this Agreement.

The City and BCBSI acknowledge and agree that nothing herein shall be deemed to require City to continue to acquire, either directly or indirectly, the Bicycles from PBSC or any successor entity. The City may, for any reason whatsoever, use a different operator or procure Bicycles from a different supplier, and such action(s) will have no effect on this Agreement.

If the City selects a new operator for the System, the City must require any such System operator to (i) carry insurance substantially similar to that which Alta carries pursuant to the Bicycle Sharing Agreement on the Effective Date and (ii) list BCBSI (or its parent company) as an Additional Insured on such policy on the same terms as specified in Section 7.4 of this Agreement. Failure to effect the foregoing will be a material breach. The City will use commercially reasonable efforts to have any future System operator provide a direct indemnity to BCBSI in the manner specified in Section 7.2.

III. SPONSORSHIP CONTENT

3.1 Content. For each of the placements described in Article II, BCBSI shall provide to City mockups of all of the BCBSI Marks, and, where possible, the actual media to be attached to the relevant System Assets, to be used in connection with the System. Specimens of the Bicycle placement are attached at Exhibit I hereto.

3.2 Quality/No Material Changes to Marks. City agrees to maintain all System Assets associated with the BCBSI Marks in accordance with the standards the City has imposed on the current operator of the System. City shall not use the BCBSI Marks in any way other than as is set out in the terms of this Agreement.

IV. SPONSORSHIP FEES

4.1 Base Sponsorship Fee. As consideration for the sponsorship benefits set forth in this Sponsorship Agreement, Sponsor agrees to pay to the City of Chicago an annual base fee as specified in Exhibit 6 ("Annual Base Sponsorship Fee") for the Term of the Agreement.

4.2 Supplemental Sponsorship Fee. As consideration for the sponsorship benefits set forth in this Sponsorship Agreement, BCBSI has the right of first refusal to pay to the City an annual supplemental fee of \$100 per each Bicycle in excess of a Total Bicycle Count of 7,750 ("Annual Supplemental Fee"). The Annual Supplemental Fee shall be calculated by counting Bicycles in increments of 500, rounding down from the difference between the Total Bicycle Count and 7,750. The Annual Supplemental Fee shall not be calculated until December 1, 2015. BCBSI has 90 days after notice from the City of Chicago to exercise its right of first refusal. If BCBSI exercises its right to the additional Bicycles, the Bicycles in excess of 7,750 will be covered by the terms of this Agreement. If BCBSI does not exercise its rights to such Bicycles, the City may sell sponsorship of any type to any party for such Bicycles, including any entity within the Health Insurance Category.

4.3 Annual Sponsorship Fee. The Annual Base Sponsorship Fee, together with the Annual Supplemental Fee, shall constitute the “Annual Sponsorship Fee”. The Annual Sponsorship Fee shall be paid in advance in biannual installments of Annual Base Sponsorship Fee (as specified in Exhibit 6) and half of the calculated Annual Supplemental Fee, if any, on June 30 and December 31 of each year; provided, however, that the first payment will be made on or about May 5, 2014.

4.4 Total Bicycle Count.

(a) Target Count. The City intends to achieve a Total Bicycle Count of 4,750 (“Target Count”) by June 30, 2015. The City and BCBSI acknowledge and agree, however, that a Total Bicycle Count of 4,250 meets the purposes of this Agreement so that the City’s failure to exceed a Total Bicycle Count of 4,250, if such failure is based on factors outside the City’s control, will have no effect on this Agreement.

(b) Failure to achieve Target Count Based on Outside Factors. If, based on factors outside the City’s control (e.g., delays in shipment from the supplier), the Total Bicycle Count is below 4,250 on June 15, 2015, BCBSI’s obligation to make the required Sponsorship Fee payment on or about June 30, 2015 will remain as specified in Exhibit 6. If, through no fault of the City, the Total Bicycle Count is below 4,250 on December 15, 2015, BCBSI’s obligation to make the relevant Sponsorship Fee payment on or about December 31, 2015 (as specified on Exhibit 6) will be reduced by 10%. If, through no fault of the City, the Total Bicycle Count is below 4,250 on June 30, 2016 BCBSI’s obligation to make all future Sponsorship Fee payments will be reduced by the lesser of: (i) 25% or (ii) a pro rata percentage based of the difference between the Total Bicycle Count two weeks before any Sponsorship Fee payment is due and 4,750 until the City reaches a Bicycle count of 4,250.

(c) Failure to Achieve Target Count Based on City Decision. If the City unilaterally decides not to achieve a the Total Bicycle Count of 4,750 when attainment of such Total Bicycle Count is commercially feasible, BCBSI’s obligation to make the relevant Sponsorship Fee payments will be reduced on a pro rata percentage based of the difference between the Total Bicycle Count two weeks before any Sponsorship Fee payment is due and 4,750 beginning two weeks prior to the payment due on or about June 30, 2016.

V. TERM AND TERMINATION

5.1 Term. This Agreement takes effect as of the Effective Date and continues, except as provided under Sections 5.2 through 5.4, until the fifth anniversary of the Effective Date.

5.2 Termination for Convenience by City. Beginning on May 15, 2015, the City may, on 60 calendar day notice in writing, terminate this Agreement for convenience. Upon the effective date of such termination for convenience, the City will cease using the BCBSI Marks as soon as commercially practicable and will refund within 60 days after the effective date of such termination (i) the current Annual Sponsorship Fee biannual payment based on a monthly pro rata amount from the effective date of such termination, and (ii) any out-of-pocket, System-related fees paid by BCBSI within 60 calendar days prior to the date of the written notice specified above.

5.3 Termination of Agreement for Cause. Either party may terminate this Agreement for cause as specified below.

(a) Termination by BCBSI. BCBSI may terminate this Agreement for the following events of default:

(i) The City fails to meet maintenance and quality control standards for the System (including the Bicycles and Stations), and City fails to cure that breach within 60 calendar days written notice from BCBSI; provided, however, that the cure period may be extended for an additional 30 days if the City is actively and diligently exerting good faith efforts to cure the breach. The applicable standards shall be the same or substantially similar to (but not greater than) the quality control and maintenance standards contained in the Standard Operating Procedure Manual agreed to between the City and Alta.

(ii) The City breaches the exclusivity provisions of Sections 2.1(a), (b) or (c), and City fails to cure that breach within 10 calendar days of written notice from BCBSI.

(iii) The City directly or indirectly breaches Section 2.1(d) more than three times within a 12-month period with respect to sponsorship or messaging on System Assets (other than breaches under Section 5.3(a)(ii)).

(iv) The City breaches another material provision of this Agreement that is capable of cure, and the City fails to cure that breach within 60 calendar days of written notice from BCBSI; provided, however, that the cure period may be extended for an additional 30 calendar days if the City is actively and diligently exerting good faith efforts to cure the breach.

(b) Termination by City. The City may terminate this Agreement for the following events of default:

(i) BCBSI fails to pay Sponsorship Fees when due, and BCBSI fails to cure that breach within 15 business days of written notice from City.

(ii) BCBSI breaches another material provision of this Agreement, and BCBSI fails to cure that breach within 60 calendar days of written notice from City.

(iii) BCBSI's bankruptcy, insolvency, receivership and similar events.

(iv) Failure to update promptly EDS(s) furnished in connection with this Agreement when the information or responses contained in it or them is no longer complete or accurate, and BCBSI fails to cure that breach within 30 days of written notice from City.

(c) Rights upon Termination of Agreement

(i) In the event that this Agreement is terminated by BCBSI in accordance with Section 5.3(a)(i), the City will cease using the BCBSI Marks as soon as commercially practicable. City shall have no obligation to refund any Sponsorship Fees.

(ii) In the event that this Agreement is terminated by BCBSI in accordance with Section 5.3(a)(ii) or (iii), City will cease using the BCBSI Marks as soon as commercially practicable and, within 60 days after the effective date of such termination, refund the current Annual Sponsorship Fee biannual payment based on a monthly pro rata amount from the effective date of such termination.

(iii) In the event this Agreement is terminated by City in accordance with Section 5.3(b) above, the City will cease using the BCBSI Marks as soon as commercially practicable and, without any further proceedings, may immediately grant and license the sponsorship rights to one or more other persons or entities during any portion of the term remaining under this Agreement had it not been terminated, and receive fees therefore. City shall have no obligation to refund any Sponsorship Fees already paid. Such termination and payments shall not relieve BCBSI from liability to the City for any damages caused by BCBSI's default and breach and expenses incurred in the re-licensing of the sponsorship rights.

(iv) Upon termination of this Agreement by BCBSI, Alta will be responsible for removal of BCBSI Marks and messaging, and BCBSI will bear the costs of removal, which costs will be substantially identical to the cost of

installation. BCBSI agrees to pay Alta within 30-days of receiving an invoice for such removal. Upon expiration or termination of this Agreement by City, Alta will be responsible for removal of BCBSI Marks and messaging and the costs of removal. City agrees to pay Alta within 30-days of receiving an invoice for such removal.

5.4 Termination of System. If, for any reason, the City permanently terminates the System at any time during the Term (“System Termination”), this Agreement will terminate. In the event of System Termination, the City will cease using the BCBSI Marks as soon as commercially practicable, and the City will refund to BCBSI within 60 calendar days the current Annual Sponsorship Fee biannual payment paid by BCBSI based on a monthly pro rata amount from the date of System Termination, and no further scheduled Annual Sponsorship Fees payment will be due or payable.

VI. INTELLECTUAL PROPERTY

6.1 Intellectual Property Rights.

(a) The City acknowledges that at all times BCBSI shall retain all right, title and interest (including all service marks, trademarks and other intellectual property rights) in and to all the BCBSI Marks, and any and all goodwill generated by use of the BCBSI Marks will inure to the benefit of BCBSI, and nothing herein shall be construed to convey any rights or proprietary interest in those Marks other than is expressly set forth in this Agreement.

(b) BCBSI acknowledges that, at all times the City shall retain all right, title and interest (including all copyrights, patents, service marks, trademarks and other intellectual property rights) in and to all City Marks, including but not limited to the Divvy trademark and logo, the City’s logo and/or name associated with the System, if any, and any and all goodwill generated by use of the such City Marks will inure to the benefit of the City, and nothing herein shall be construed to convey any rights or proprietary interest in any such promotional materials other than is expressly set forth in this Agreement.

(c) Except for the licenses granted pursuant to Section 6.2 of this Agreement, neither the City nor BCBSI shall acquire any other interest in the other’s intellectual property provided by such party pursuant to this Sponsorship Agreement.

(d) The City and BCBSI acknowledge and agree that nothing herein shall grant BCBSI any rights to any customer or System data generated by the System. The City will, however, provide Periodic Reports to BCBSI for informational purposes.

6.2 Licenses.

(a) Subject to the terms and conditions hereof, BCBSI grants City a limited, non-exclusive, non-transferable, non-sublicensable, royalty-free, license solely to use and display the BCBSI Marks in the manner specified herein.

City further agrees that it will not: (i) grant any licenses for use of the BCBSI Marks described herein by any third party or in contravention to the use of same as explicitly set forth in this Agreement; (ii) acquire, or make any representation or otherwise take any action to imply that it owns any right, title or interest in the BCBSI Marks described herein, other than the rights granted to it under this Agreement; (iii) adopt or use, without BCBSI's prior written consent, any variation of the BCBSI Marks described herein.

(b) Subject to the terms and conditions hereof, the City and BCBSI shall have the right to use the Marks associated with the System of the other Party, for the sole purpose of promoting such Party's involvement in the System; provided, however, that no Party shall use the Marks without first submitting a sample of such use to the owner of such Mark and obtaining its prior consent (which may be provided via electronic means), which consent shall not be unreasonably withheld, conditioned or delayed.

(c) The foregoing licenses shall automatically terminate upon the effective date of the expiration or termination of this Sponsorship Agreement.

6.3 Representations and Warranties.

(a) BCBSI represents and warrants that it is the owner or licensee, as applicable, of the BCBSI Marks, and the BCBSI Marks do not and will not for the duration of the Term infringe upon or violate: (i) any intellectual property rights, including any copyright or trademark rights, of any third party and do not and will not constitute a defamation or invasion of the rights of privacy or publicity of any kind of any third party; and/or (ii) any applicable law, regulation or non-proprietary third-party right, including moral rights of any author who contributed to the creation of the BCBSI Marks.

(b) Each Party and Alta represents and warrants that it has the power and authority to enter this Sponsorship Agreement and, as applicable, grant the licenses set forth herein.

VII. INDEMNITY AND INSURANCE

7.1 Indemnification by BCBSI

BCBSI must defend, indemnify, keep and hold harmless the City and Alta, their officers, representatives, elected and appointed officials, agents and employees from and against any and all Losses (as defined below) incurred or arising from BCBSI's acts or omissions in carrying out its obligations under this Sponsorship Agreement or alleging that BCBSI's Marks infringe the intellectual property rights of any person or entity

"Losses" means, individually and collectively, liabilities of every kind, including monetary damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, fines, judgments or settlements, any or all of which in any way arise out of or relate to the BCBSI acts or omissions stated above.

For actions relating to alleged infringement by BCBSI Marks, BCBSI must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them. For all other action subject to this indemnity, at the City Corporation Counsel's option, BCBSI must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving BCBSI of any of its obligations under this Agreement. Any settlement must be made only with the prior written consent of (i) the City Corporation Counsel, if the settlement requires any action on the part of the City, or (ii) Alta, if the settlement requires any action on the part of Alta.

7.2 Indemnification by Alta

Alta shall defend, indemnify, keep and hold harmless BCBSI, its affiliates and their respective officers, representatives, agents and employees from and against any and all Losses (as defined below), including those related to: injury, death or damage of or to any person or property; and any infringement or violation of any property right (including any patent, trademark or copyright), other than allegations of infringement or violations of any property rights with respect to the BCBSI Marks.

"Losses" means, individually and collectively, liabilities of every kind, including monetary damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, fines, judgments or settlements, any or all of which in any way arise out of or relate to the System, including, without limitation, those caused directly or indirectly by the negligent

or otherwise wrongful errors, acts, or omissions of Alta, the City or their respective employees, agents and subcontractors in carrying out their respective roles in the operation of the System.

7.3 Survival of Indemnity

The indemnities in Sections 7.1 and 7.2 survive expiration or termination of this Agreement for matters occurring or arising during the term of this Agreement. BCBSI and Alta acknowledge that the requirements set forth in Sections 7.1 and 7.2 to indemnify, keep and save harmless and defend are apart from and not limited to the insurance requirements set forth in the Agreement.

7.4 Insurance

(a) BCBSI must provide and maintain at BCBSI's own expense, during the term of this Agreement and any time period following expiration if BCBSI is required to return and perform any of the work or services under this Agreement, the insurance coverage and requirements specified in the Insurance Requirements and Evidence of Insurance Exhibit of this Agreement, insuring all operations under this Agreement.

(b) Alta agrees to list Health Care Service Corporation ("HCSC"), the parent company of BCBSI, as an Additional Insured on the insurance policy Alta has in place pursuant to the Bicycle Sharing Agreement in the following manner:

(i) In the Alta Commercial General Liability policy: 1) HCSC will be named as an Additional Insured, 2) HCSC's interests will be designated as primary and non-contributory for any liability arising directly or indirectly from Alta's services, and 3) Alta will waive and will in turn require their carrier to waive their rights of subrogation against HCSC;

(ii) In the Alta Automobile policy: 1) HCSC will be named as Additional Insured; and 2) Alta will waive and require their carrier to waive their rights of subrogation against HCSC;

(iii) In the Alta Workers Compensation policy: Alta will waive and will require that their carrier waive their rights of subrogation against HCSC.

VIII. GENERAL CONDITIONS

8.1 Entire Agreement

(a) General

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the Parties and no other terms, conditions, warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not addressed in this Agreement.

(b) No Collateral Agreements

Each Party acknowledges that, except only for those representations, statements or promises contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the other Party, its officials, agents or employees, has induced such party to enter into this Agreement or has been relied upon by such party, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Sponsorship to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

(c) No Omissions

Each Party acknowledges that the other party was given ample opportunity and time and was requested by the City to review thoroughly all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Such Party did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, such Party relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

8.2 Counterparts

This Agreement is comprised of several identical counterparts, each to be fully signed by the Parties and each to be considered an original having identical legal effect.

8.3 Amendments

No changes, amendments, modifications or discharge of this Agreement, or any part of it are valid unless in writing and signed by the authorized agent of BCBSI, Alta (if necessary) and by the CFO of the City or their respective successors and assigns.

Whenever under this Agreement BCBSI is required to obtain the City's prior written approval, the effect of any approval that may be granted pursuant to BCBSI's request is prospective only from the later of the date approval was requested or the date on which the action for which the approval was sought is to begin. In no event is approval permitted to apply retroactively to a date before the approval was requested.

8.4 Governing Law and Jurisdiction

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois.

BCBSI and Alta irrevocably submit to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Service of process on either may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by the relevant Party or Alta, or by personal delivery on any officer, director, or managing or general agent of the relevant Party or Alta. If any action is brought by BCBSI or Alta against the City concerning this Agreement, the action must be brought only in those courts located within the County of Cook, State of Illinois.

8.5 Severability

If any provision of this Agreement is held or deemed to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any

extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

8.6 Inspectors General

It is the duty of any bidder, proposer, contractor or consultant, all subcontractors, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, contractor, consultant, subcontractor or such applicant to cooperate with the Inspector General and the Legislative Inspector General in any investigation or hearing undertaken pursuant to Chapters 2-55 and 2-56 of the Municipal Code of Chicago. BCBSI understands and will abide by all provisions of Chapters 2-55 and 2-56 of the Municipal Code of Chicago. All subcontracts must inform subcontractors of the provision and require understanding and compliance with it.

8.7 Duty to Report Corrupt or Unlawful Activity

Pursuant to MCC 2-156-018, it is the duty of the BCBSI to report to the Inspector General, directly and without undue delay, any and all information concerning conduct which it knows to involve corrupt activity. "Corrupt activity" means any conduct set forth in Subparagraph (a)(1), (2) or (3) of Section 1-23-020 of the MCC. Knowing failure to make such a report will be an event of default under this Contract. Reports may be made to the Inspector General's toll free hotline, 866-IG-TIPLINE (866-448-4754).

8.8 Business Relationships with Elected Officials

Pursuant to MCC Sect. 2-156-030(b), it is illegal for any elected official, or any person acting at the direction of such official, to contact either orally or in writing any other City official or employee with respect to any matter involving any person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months. In addition, no elected official may participate in any discussion in any City Council committee hearing or in any City Council meeting or vote on any matter involving the person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months. Violation of MCC Sect. 2-156-030 by any elected official with respect to this contract will be grounds for

termination of this Agreement. The term financial interest is defined as set forth in MCC Chapter 2-156.

8.9 Prohibitions on Certain Contributions

No person or entity who directly or indirectly has an ownership or beneficial interest in BCBSI of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, BCBSI's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5% ("Sub-owners") and spouses and domestic partners of such Sub-owners (BCBSI and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee during (i) the bid or other solicitation process for this Contract or Other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and BCBSI, and/or (iii) any period in which an extension of this Contract or Other Contract with the City is being sought or negotiated.

BCBSI represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached BCBSI or the date BCBSI approached the City, as applicable, regarding the formulation of this Contract, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

BCBSI shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

The Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Contract, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Contract, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

For purposes of this provision:

"Other Contract" means any agreement entered into between BCBSI and the City that is (i) formed under the authority of MCC Ch. 2-92; (ii) for the purchase, sale or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved and/or authorized by the City Council.

"Contribution" means a "political contribution" as defined in MCC Ch. 2-156, as amended.

"Political fundraising committee" means a "political fundraising committee" as defined in MCC Ch. 2-156, as amended.

8.10 Ethics

A. BCBSI warrants:

i. no officer, agent or employee of the City is employed by BCBSI or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics established under the Municipal Code of Chicago (Chapter 2-156).

ii. no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any subcontractors to BCBSI or higher tier subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

B. BCBSI further acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 is voidable as to the City.

8.11 Right to Offset

In connection with Section 2-92-380 of the Municipal Code of Chicago:

A. In accordance with Section 2-92-380 of the Municipal Code of Chicago and in addition to any other rights and remedies (including any of set-off) available to the City under this Agreement or permitted at law or in equity, the City is entitled to set off a portion of the price or compensation due under this Agreement in an amount equal to the

amount of the fines and penalties for each outstanding parking violation complaint and/or the amount of any debt owed by BCBSI to the City. For purposes of this Section, "outstanding parking violation complaint" means a parking ticket, notice of parking violation or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint. "Debt" means a specified sum of money owed to the City for which the period granted for payment has expired.

B. No such debt(s) or outstanding parking violation complaint(s) will be offset from the price or compensation due under this Agreement if one or more of the following conditions are met:

i. BCBSI has entered into an agreement with the Department of Revenue, or other appropriate City department, for the payment of all outstanding parking violation complaints and/or debts owed to the City and BCBSI is in compliance with the agreement; or

ii. BCBSI is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or

iii. BCBSI has filed a petition in bankruptcy and the debts owed the City are dischargeable in bankruptcy.

8.12 Firms Owned or Operated by Individuals with Disabilities

The City encourages the use of subcontractors that are firms owned or operated by individuals with disabilities, as defined by Section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

8.13 Waste Provisions

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, BCBSI warrants and represents that it, and to the best of its knowledge, its subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

- 7-28-390 Dumping on public way;
- 7-28-440 Dumping on real estate without permit;
- 11-4-1410 Disposal in waters prohibited;
- 11-4-1420 Ballast tank, bilge tank or other discharge;
- 11-4-1450 Gas manufacturing residue;

11-4-1500 Treatment and disposal of solid or liquid waste;
11-4-1530 Compliance with rules and regulations required;
11-4-1550 Operational requirements; and
11-4-1560 Screening requirements.

During the period while this Agreement is executory, BCBSI's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Chief Financial Officer. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit BCBSI's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect BCBSI's eligibility for future contract awards.

8.14 Shakman

(i) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord"), and the June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(ii) BCBSI is aware that City policy prohibits City employees from directing any individual to apply for a position with BCBSI, either as an employee or as a subcontractor, and from directing BCBSI to hire an individual as an employee or as a subcontractor. Accordingly, BCBSI must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by BCBSI under this Agreement are employees or subcontractors of BCBSI, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by BCBSI.

(iii) BCBSI will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer

employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, apolitical organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(iv) In the event of any communication to BCBSI by a City employee or City official in violation of Sub-Section (ii) above, or advocating a violation of Sub-Section (iii) above, BCBSI will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Agreement. BCBSI will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to the contract.

8.15 Assigns

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the Parties and their respective legal representatives, successors and assigns.

8.16 Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the a Party by a proper authority waives the other Party's performance in any respect or waives a requirement or condition to either the City's or BCBSI's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times a Party may have waived the performance, requirement or condition. Such waivers must be provided in writing.

8.17 Economic Disclosure Statement and Affidavit and Appendix A ("EDS")

Pursuant to MCC Ch. 2-154 and 65 ILCS 5/8-10-8.5 any person, business entity or agency contracting with the City of Chicago will be required to complete the Disclosure of Ownership Interests in the EDS. Failure to provide complete or accurate disclosure will render this Agreement voidable by the City.

BCBSI must complete an online EDS prior to execution. BCBSI is responsible for notifying the City and updating its EDS any time there is a change in circumstances that makes any information provided or certification made in an EDS inaccurate, obsolete or misleading. Failure to so notify the City and update the EDS is grounds for declaring BCBSI in default, terminating the Agreement for default, and declaring BCBSI ineligible for future contracts.

8.18 Confidentiality

All reports, data, findings, documents and other information in any form prepared, assembled or encountered by or provided by a Party to the other Party under this Agreement are property of the disclosing Party and are confidential, except as specifically authorized in this Agreement or as may be required by law. A receiving Party must not allow the any such information to be made available to any other individual or organization without the prior written consent of the disclosing Party. The receiving Party must implement such measures as may be necessary to ensure that its staff and is bound by the confidentiality provisions contained in this Agreement.

BCBSI must not issue any news releases or disseminate any material information to the news media regarding its sponsorship or the project to which the sponsorship pertains without the prior written consent of the Chief Financial Officer or a designee.

If a Party is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data or documents which may be in its possession by reason of this Agreement, such Party must immediately give notice to the other Party (with notice to the City going to the CFO and the Corporation Counsel for the City) with the understanding that the other Party will have the opportunity to contest such process by any means available to it before the records or documents are submitted to a court or other third party. A Party, however, is not obligated to withhold the delivery beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

IX. NOTICES

Notices provided for in this Agreement, unless provided for otherwise in this Agreement, must be given in writing and may be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

If to the City: Department of Finance
Room 700, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Chief Financial Officer

Department of Transportation
Room 1100
30 North LaSalle Street
Chicago, Illinois 60602
Attention: Commissioner

With Copies to: Department of Law
Room 600, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If to BCBSI: Blue Cross and Blue Shield of Illinois
300 East Randolph Street
Chicago, Illinois 60601
Attention: John Gleason, VP and Chief of Staff to CEO

With Copies to: Blue Cross and Blue Shield of Illinois
300 East Randolph Street
Chicago, Illinois 60601
Attention: Deborah Dorman-Rodriguez, Senior VP and Chief
Legal Officer

If to Alta: Divvy (Alta Bicycle Share, Inc.)
2132 W Hubbard
Chicago, IL 60612
Attention: Elliot Greenberger, General Manager

With Copies to: Alta Bicycle Share, Inc.
711 SE Grand Ave.
Portland, OR 97214
Attention: Michael Pagnozzi, General Counsel

CONTRACT SIGNATURE PAGE

Contract No.: _____

Sponsor Name: Blue Cross and Blue Shield of Illinois

Estimated Sponsorship Amount: \$12,600,000.00

Fund Chargeable: N/A

**Blue Cross and Blue Shield of Illinois,
An Operating Division of Health Care Services Corporation,
A Mutual Legal Reserve Company**

By: _____

John F. Gleason

Its: Vice President and Chief of Staff to the CEO

Attest: C Brian Chandler

ASSISTANT Corporate Secretary

State of Illinois
County of Cook

This instrument was acknowledged before me on this 30th day of April, 2014 by
John Gleason as President (or other authorized officer) and
C. Brian Chandler as Secretary of Health Care Services Corp. (Corporation
Name).

Notary Public Signature

Commission Expires: 5/22/16

(Seal)



CITY OF CHICAGO

Lois Scott

Lois Scott

Chief Financial Officer

Date

4/30/14

ACCEPTED AND AGREED:

**Alta Bicycle Share, Inc.
An Oregon Corporation**

By: MJB

Its: VICE PRESIDENT

Attest: George M. Hudson
Corporate Secretary

State of Oregon
County of Multnomah

This instrument was acknowledged before me on this 29th day of April, 2014 by
Mia Birk as President (or other authorized officer) and
George Hudson as Secretary of Alta Bicycle Share Corporation
(Name).

[Signature]
Notary Public Signature

(Seal)

Commission Expires: March 12, 2017



Exhibit 1
BCBSI Bicycle Placement



Exhibit 2
Launch Campaign

Launch and Promotion of System Sponsorship

Promotional Designs

The City and BCBSI will work in good faith to reach mutual agreement, and finalize where applicable, the following elements of BCBSI logo and promotional designs:

- All uses of BCBSI logos and related sponsorship language included in any printed and digital promotional and educational materials, web sites, and event signage

Media Relations

The City and BCBSI will work in good faith to reach mutual agreement, and finalize where applicable, the following elements of promotion in traditional media:

- Initial News Release to Promote System Sponsorship.
- Subsequent News Releases Related to the System Sponsorship during the term.
- Participation in Media Interviews about the System Sponsorship.
- Collaborative Response to Media inquiries about the System Sponsorship.

Social Media Relations

The City and BCBSI will work in good faith to reach mutual agreement, and finalize where applicable, the following elements of promotion in social media channels:

- Launch of System Sponsorship.
- Periodic issuance of BCBSI wellness messages through Divvy social media channels.
- Periodic promotion of events or news related to the System Sponsorship.
- Collaborative Response and timely coordination of any social media issues that should arise as a result of the System Sponsorship.

Events/Experiential Marketing

The City and BCBSI will work in good faith to reach mutual agreement, and finalize where applicable, the following elements of promotional events:

- Launch Event: the City and BCBSI will agree upon the details, including press release, date and venue, of a launch event open to the public in spring 2014; the launch event must include attendance by and the physical participation of Mayor Emanuel and a BCBSI/HCSC representative.
- An annual BCBSI headquarters event to introduce employee discount with Alta or City representatives personally present.
- Good faith consideration of other marketing/educational events proposed by either Party.

Exhibit 3
Health Insurance Category
(Non-Exhaustive List)

**Health Insurance Category
(Non-Exhaustive List)**

- 1. Accolade**
- 2. Aetna Inc.**
- 3. Amerigroup Corporation**
- 4. AmeriHealth Mercy**
- 5. Castlight Health**
- 6. Centene Corporation**
- 7. CIGNA**
- 8. Community Health Plans**
- 9. Coventry Health Care**
- 10. Health Alliance Medical Plans**
- 11. Humana**
- 12. Imagine**
- 13. Land of Lincoln Health**
- 14. Meridian Health Plan**
- 15. Molina Healthcare, Inc.**
- 16. Quantum Health**
- 17. UnitedHealth Group**
- 18. WellCare Health Plans, Inc. / Harmony Health Plan**
- 19. WellPoint, Inc.**

Exhibit 4
Station Sponsorship Location

Station Sponsor Logo Placement

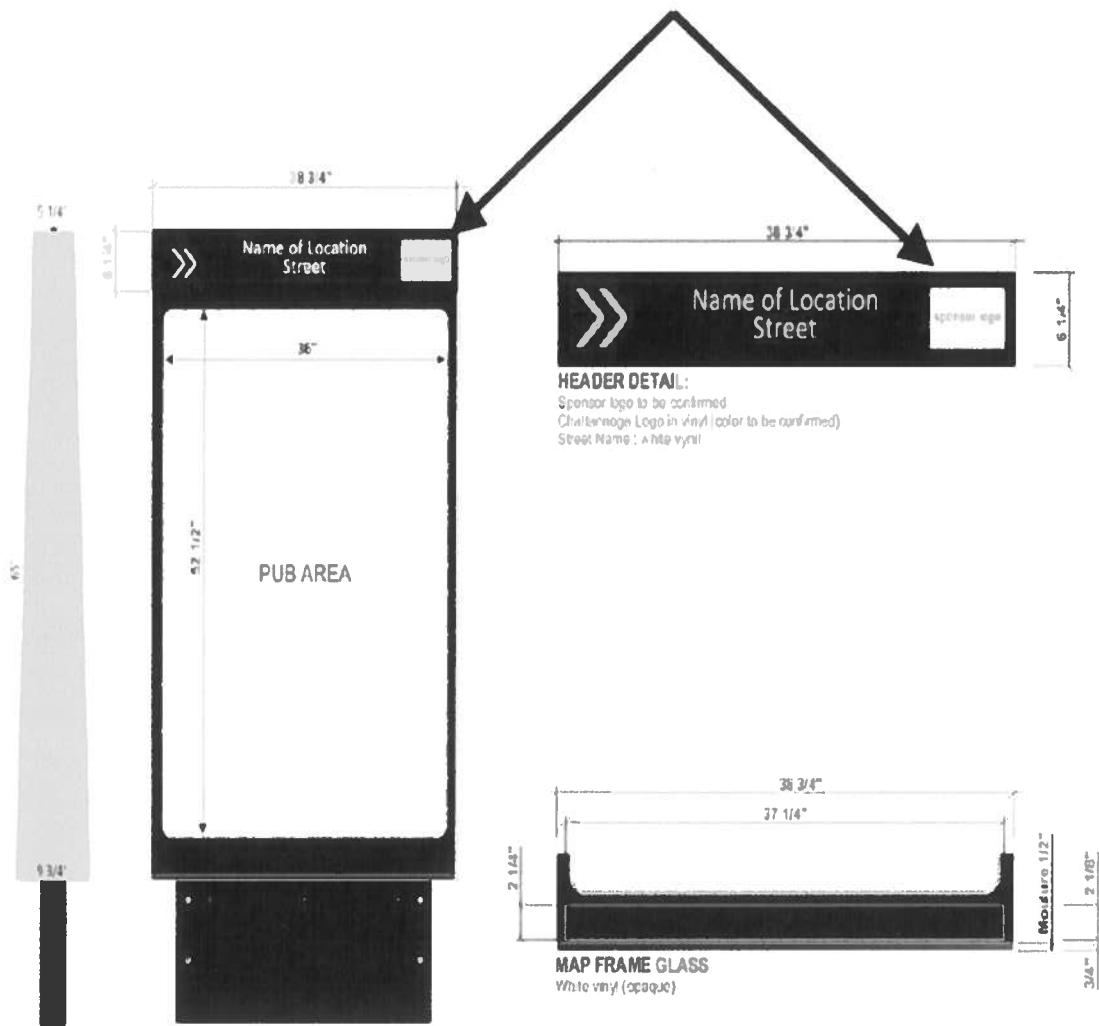
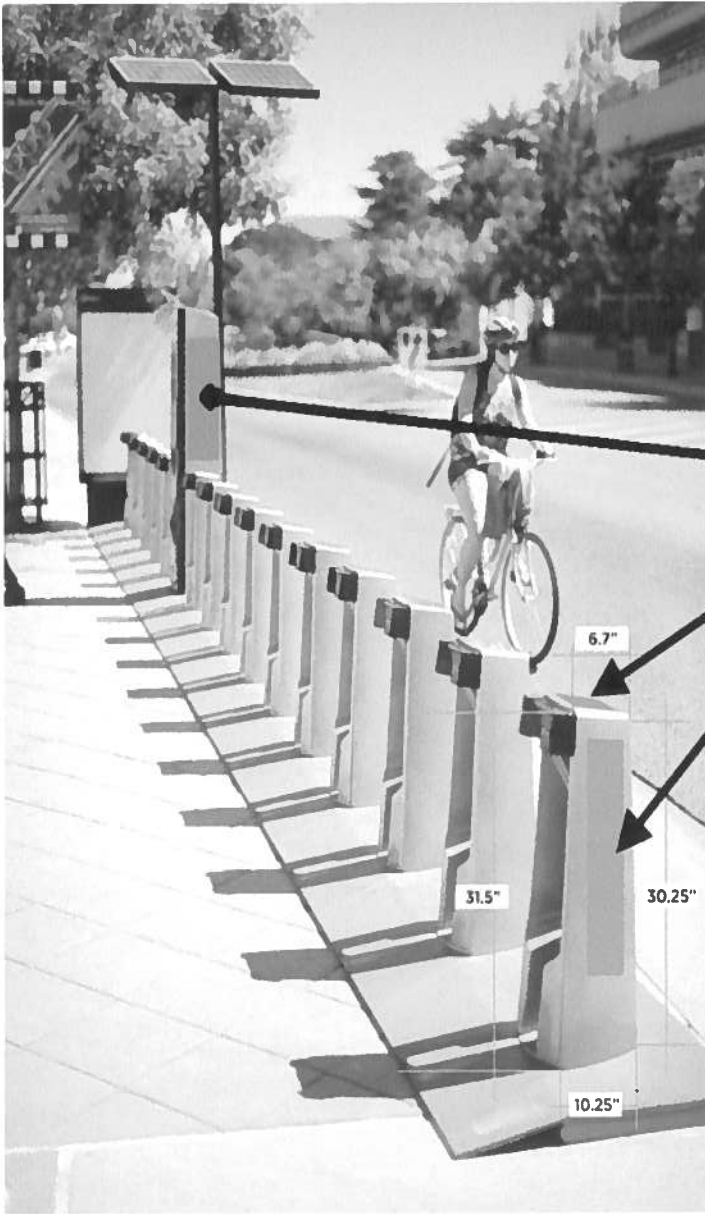


Exhibit 5

Payment Component Sponsorship Location



Payment System
Sponsor Logo
Placement

6.7"

31.5"

30.25"

10.25"

Exhibit 6
Sponsorship Fees

	Date	Payment
Year 1		
	5/5/2014	\$ 1,200,000.00
	12/31/2014	\$ 1,200,000.00
Year 2		
	6/30/2015	\$ 1,200,000.00
	12/31/2015	\$ 1,200,000.00
Year 3		
	6/30/2016	\$ 1,250,000.00
	12/31/2016	\$ 1,250,000.00
Year 4		
	6/30/2017	\$ 1,300,000.00
	12/31/2017	\$ 1,300,000.00
Year 5		
	6/30/2018	\$ 1,350,000.00
	12/31/2018	\$ 1,350,000.00

Exhibit 7
Periodic Reports

Periodic Reports

The City will provide to BCBSI with Periodic Reports pertaining to certain metrics within one week of receiving operational reports from Alta. Each Periodic Report, at a minimum, will contain the following information:

- Total Bicycle Count and the total number of Bicycles that bear the requisite "BCBSI service marks," if different. The Periodic Report should indicate the number of Bicycles not deployed for use by the public for whatever reason.
- Total number of Bicycle trips broken down by day/week/month and cumulative for the calendar year.
- Total monthly Bicycle starting and ending trip volumes by station and zip code, including cumulative figures for the calendar year.
- Total number of all annual memberships sold during the period, including cumulative figures for the calendar year.
- Identify all entities that have executed station sponsorship agreements during the period.
- Summary of accidents, injuries and customer complaints and inquiries related to System received during the period. Such summary will not include social media postings.

Exhibit 8
Economic Disclosure Statement

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT
Related to Contract/Amendment/Solicitation
EDS # 55020

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting the EDS:

Health Care Service Corporation, a Mutual Legal Reserve
Company ("HCSC")

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

the Applicant

B. Business address of the Disclosing Party:

300 E. Randolph St.
Chicago, IL 60601
United States

C. Telephone:

312-653-7171

Fax:

Email:

martineza2@bcbsil.com

D. Name of contact person:

Ms. Annette Martinez

E. Federal Employer Identification No. (if you have one):

36-1236610

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains:

Corporate sponsorship agreement between City and HCSC in support of Divvy Bike Sharing Program; City of Chicago Project # unknown.

Which City agency or department is requesting this EDS?

DEPT OF PROCUREMENT SERVICES

Specification Number

Contract (PO) Number

Revision Number

Release Number

User Department Project Number

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

Other

Please specify the nature of your enterprise.

Mutual Legal Reserve Company

Is the Disclosing Party incorporated or organized in the State of Illinois?

Yes

B. DISCLOSING PARTY IS A LEGAL ENTITY:

1.a.1 Does the Disclosing Party have any directors?

No

1.a.3 List below the full names and titles of all executive officers and all directors, if any, of the entity. Do not include any directors who have no power to select the entity's officers.

Officer/Director: Milton Carroll
Title: Chair of the Board
Role: Officer

Officer/Director: Timothy L Burke
Title:
Role: Officer

Officer/Director: Robert T Clarke
Title:
Role: Officer

Officer/Director: Michelle L Collins
Title:
Role: Officer

Officer/Director: James R Corrigan
Title:
Role: Officer

Officer/Director: Tieman H Dippel Jr
Title:
Role: Officer

Officer/Director: Dennis J Gannon
Title:
Role: Officer

Officer/Director: Dianne B Gasbarra, M.D.
Title:
Role: Officer

Officer/Director: Patricia A Hemmingway Hall
Title:
Role: Officer

Officer/Director: Chase T Hibbard
Title:

Role:	Officer

Officer/Director:	Thomas R Hix
Title:	
Role:	Officer

Officer/Director:	M Ray Perryman, PhD
Title:	
Role:	Officer

Officer/Director:	Wannetta C Tuttle, PhD
Title:	
Role:	Officer

2. Ownership Information

Please provide ownership information concerning each person or entity having a direct or indirect beneficial interest in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate, or other similar entity. Note: Pursuant to Section 2-154-030 of the Municipal code of Chicago, the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

There are no owners with greater than 7.5 percent ownership in the Disclosing Party.

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

Yes

Please identify the name(s) of such City elected official(s) and describe such relationship(s):

Elected Official:	Edward Burke
Relationship:	HCSC has engaged the law firm of Klafter & Burke, of which firm Alderman Edward

Burke is a principal, to represent HCSC in a range of matters pertaining to property tax assessments for commercial real estate which HCSC owns in Cook County. The law firm has not and does not represent HCSC on any other legal matters other than property tax assessments in Cook County.

.....

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

1. Has the Disclosing Party retained any legal entities in connection with the Matter?

No

3. Has the Disclosing Party retained any persons in connection with the Matter?

No

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage of any child support obligations by any Illinois court of competent jurisdiction?

Not applicable because no person directly or indirectly owns 10% or more of the Disclosing Party

B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows:

- i. neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and
- ii. the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City.

NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

I certify the above to be true

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;

- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

3. Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

I certify the above to be true

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of

- bid-rigging in violation of 720 ILCS 5/33E-3;
- bid-rotating in violation of 720 ILCS 5/33E-4; or
- any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

I certify the above to be true

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S.

Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

I certify the above to be true

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), Chapter 2-56 (Inspector General) and Chapter 2-156 (Governmental Ethics) of the Municipal Code.

I certify the above to be true

7. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

I have a disclosure to make

List below the names of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago:

Name: Susan Arjmand

City Title: Medical Director

8. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$20 per recipient.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies that, as defined in Section 2-32-455(b) of the Municipal Code, the Disclosing Party

is not a "financial institution"

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

No

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

I can make the above verification

SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

Is the Matter federally funded? For the purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

No

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or

other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

- B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. A training program is available on line at www.cityofchicago.org/city/en/depts/ethics.html, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

- C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.
- D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.
- E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to Article I of Chapter 1-23 of the Municipal Code (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

I acknowledge and consent to the above

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

I certify the above to be true

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U.S. General Services Administration.

I certify the above to be true

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

I certify the above to be true

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This question is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law,

daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all corporate officers of the Disclosing Party, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

No

ADDITIONAL INFO

Please add any additional explanatory information here. If explanation is longer than 1000 characters, you may add an attachment below. Please note that your EDS, including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non-public information from your documents before uploading.

List of vendor attachments uploaded by City staff

None .

List of attachments uploaded by vendor

None .

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

/s/ 04/28/2014

Ms. Annette Martinez
Principal Account Executive
Health Care Service Corporation, a Mutual Legal Reserve Company ("HCSC")

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.

Exhibit 9
Insurance Requirements

INSURANCE REQUIREMENTS

Department of Finance and Department of Transportation Sponsorship Agreement

BCBSI must provide and maintain at BCBSI's own expense, during the term of the Agreement and during the time period following expiration if BCBSI is required to return and perform any additional services, the insurance coverages and requirements specified below, insuring all operations related to the Agreement.

A. INSURANCE TO BE PROVIDED

1) **Workers Compensation and Employers Liability**

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

2) **Commercial General Liability**

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, medical payments, separation of insureds, defense, and contractual liability. The City of Chicago is to be named as an additional insured and others as required by the City on a primary, non-contributory basis for any liability arising directly or indirectly from the work or Services.

3) **Automobile Liability**

When any motor vehicles (owned, non-owned and hired) are used in connection with services to be performed, BCBSI must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary.

B. ADDITIONAL REQUIREMENTS

BCBSI must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 806, 121 North LaSalle Street, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. BCBSI must submit evidence of insurance on the City of Chicago Insurance Certificate Form via ACCORD form. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain certificates or other insurance evidence from BCBSI is not a waiver by the City of any requirements for the BCBSI to obtain and maintain the specified coverages. Non-conforming insurance does not relieve BCBSI of the obligation to provide insurance as specified herein.

Nonfulfillment of the insurance conditions may constitute a violation of the Agreement. The City will provide a 30-day cure period for BCBSI to provide proper evidence of insurance.

BCBSI must use commercially reasonable efforts to provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed, but in no event may such notice be provided later than 30 days prior.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by BCBSI.

BCBSI hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by BCBSI in no way limit BCBSI's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by BCBSI under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If BCBSI desires additional coverages, BCBSI is responsible for the acquisition and cost.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/19/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661 Attn: Healthcare.AccountsCSS@marsh.com/FAX: 212-948-1307	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:	FAX (A/C, No):
J05515-GAW-ALL-13-14	INSURER(S) AFFORDING COVERAGE	
INSURED HEALTH CARE SERVICE CORPORATION AND ITS SUBSIDIARIES 300 EAST RANDOLPH STREET CHICAGO, IL 60601	INSURER A: Zurich American Insurance Company	NAIC # 16535
	INSURER B: N/A	N/A
	INSURER C: Safety National Casualty Corp.	15105
	INSURER D: American Zurich Insurance Company	40142
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:**

CHI-004857765-01

REVISION NUMBER: 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GLO 9377127 10 (AOS)	11/01/2013	11/01/2014	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMPROP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAP 9377126 10 AUTO PHYSICAL DAMAGE \$1,000 COMP/\$1,000 COLL	11/01/2013	11/01/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 9377128 10 (AOS) WC 9377129 10 (RE TRO)	11/01/2013 11/01/2013	11/01/2014 11/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
A							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	IL - EXCESS WC (HCSC)			SP-4047322 SIR: \$450,000	11/01/2013	11/01/2014	WORKERS COMP. STATUTORY EMPL. LIAB.	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: DIVVY BIKES SPONSORSHIP AGREEMENT.

THE CITY OF CHICAGO IS AN ADDITIONAL INSURED ON THE COMMERCIAL GENERAL LIABILITY POLICY A PRIMARY, NON-CONTRIBUTORY BASIS AS PER WRITTEN AGREEMENT. THE CITY OF CHICAGO IS AN ADDITIONAL INSURED ON THE AUTO LIABILITY POLICY AS PER WRITTEN AGREEMENT. WAIVER OF SUBROGATION ON COMMERCIAL GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION POLICIES AS PER WRITTEN AGREEMENT.

CERTIFICATE HOLDERCITY OF CHICAGO
121 NORTH LASALLE STREET
CHICAGO, IL 60602**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee